

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

STEPHEN BROWN,)
Plaintiff,)
vs.) Case No. 5:18-cv-00902-PRW
ELEPHANT TALK NORTH)
AMERICA CORPORATION and)
ELEPHANT TALK)
COMMUNICATIONS CORPORATION,)
Defendants.)

JUDGMENT

This action came on for trial before the Court and a jury, the Honorable Patrick R. Wyrick, District Judge, presiding. The issues having been duly tried and the jury having duly reached its verdict, the Court **ORDERS** that judgment should be and is hereby entered in favor of Plaintiff, **STEPHEN BROWN**, against Defendant **ELEPHANT TALK NORTH AMERICA CORPORATION** in the amount of \$75,000.00 for damages for Plaintiff's actual fraud claim and \$500,000.00 in punitive damages,¹ with interest thereon at the rate provided by law; that judgment should be and is hereby entered in favor of Plaintiff, **STEPHEN BROWN**, against Defendants, **ELEPHANT TALK NORTH AMERICA CORPORATION** and **ELEPHANT TALK COMMUNICATIONS**

¹ The jury awarded punitive damages in the sum of \$1,000,000.00, but Okla. Stat. tit. 23, § 9.1(C)(1)(a) caps punitive damages in this case at \$500,000.00.

CORPORATION, in the amount of \$718,750.00² for damages for Plaintiff's breach of contract claims, with interest thereon at the rate provided by law;^{3, 4} that judgment should be and is hereby entered in favor of Defendant **ELEPHANT TALK NORTH AMERICA CORPORATION** and against Plaintiff, **STEPHEN BROWN**, on Plaintiff's claim for fraud in the inducement; and that judgment should be and is hereby entered in favor of Defendant **ELEPHANT TALK COMMUNICATIONS CORPORATION** and against Plaintiff, **STEPHEN BROWN**, on Plaintiff's claim for fraud in the inducement.

² This is the total amount indicated on the omnibus verdict form, *see* Verdict Form (Dkt. 95) at 2, less the amount specifically attributable to Brown's actual fraud claim against Elephant Talk North America Corporation, *see* Verdict Form (Dkt. 96) at 1.

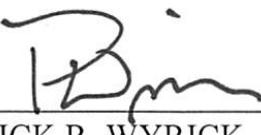
³ The verdict forms provided to the Court by Defendants and the verdict forms ultimately given to the jury, *see* Verdict Forms (Dkts. 95–98), did not allocate the total breach of contract damages between the breach of contract claim against Defendant Elephant Talk North America Corporation and the breach of contract claim against Defendant Elephant Talk Communications Corporation. As such, the Court concludes that the parties and the jury understood that in the event both defendants were found liable for breach of contract, Elephant Talk North America Corporation and Elephant Talk Communications Corporation would be jointly and severally liable for all such damages.

⁴ The Court notes, for the record, that the aspect of the verdict forms discussed *supra* n.3 was neither flagged as disputed when Defendants submitted the proposed verdict forms nor objected to during the subsequent hearing on the verdict forms.

At the time of submission, Defendants noted in their email sending the proposed verdict forms only that "there are highlights for the punitive instructions [in the verdict forms] for Mr. Gibson [(counsel for Plaintiff)] to make his election" and that "[w]e will need to discuss [the punitive damage instructions] in the morning and perhaps make a record."

And when the Court then heard objections to the proposed verdict forms the following morning, Defendants' sole specific objection concerned disaggregating damages for the tort and breach of contract claims—not disaggregating the damages for the two breach of contract claims. *See, e.g.*, Trial Tr. (Dkt. 100) 297:16–19 ("So my concern is as to Elephant Talk North America, there's a 'yes' and a 'yes' [(i.e., a jury finding in favor of Brown on both his fraud and breach of contract claims against Elephant Talk North America)]. So then we're into this same argument of what is—how is this fraud claim different than the breach of contract claim.").

IT IS SO ENTERED this 27th day of July 2021 in Oklahoma City, Oklahoma.



PATRICK R. WYRICK
UNITED STATES DISTRICT JUDGE